

Remarks

This is a full and complete response to the Office Action of April 29, 2008. Reconsideration of the claims is respectfully requested.

Regarding the Specification:

Paragraphs [0016] and [0017] have been amended for clarification as noted on page 2 of this reply. Support is found in original disclosure of the same paragraphs and figures [0016] to [0017]. No new matter has been added.

Regarding the Claims:

Claims 1-3, 5-8, 10-13, and 15-17 are pending in the present application. Claims 16 has been canceled and claim 17 rewritten in independent form and further amended for clarification. Support for claim 17 can be found in the application in paragraphs [0016] to [0019] and figures 3-5. No new matter has been added.

In Response to the Office Action:

Objections:

The Examiner objected to claims 16 and 17 for including reference characters which are not enclosed within parentheses. The Applicant has amended the claims to include such parenthesis. As further indicated in §608.01(m), the use of reference characters is to be considered as having no effect on the scope of the claims.

The Examiner also objected to claims 16 and 17 as failing to comply with 37 CFR 1.84(p)(4) because the reference character “31” was allegedly used to designate both “the upper contact faces” and “the inboard contact face, and furthermore reference character “33” was allegedly used to designate both “upper contact faces” and “inboard ramped surface.” The Applicant respectfully traverses this rejection. 37 CFR 1.84(p)(4) states the following:

The same part of an invention appearing in more than one view of the drawing must always be designated by the same reference character, and the same reference character must never be used to designate different parts.

The Applicant respectfully notes that the “31” and “33” in the drawings are always used to refer to two different features. Furthermore, neither “31” or “33” has been individually used to refer to more than one feature. Therefore the above objection is completely inapplicable. Moreover, the above does not require that the terms used in the specification which are associated with reference numerals be identical to those used in the claims. Although the terms used in the claims need not be identical to those in the specification, they must find support therein. Accordingly, the recitation in the claims of “inboard ramped surface” and “inboard contact surface” find full support in the Application.

Nevertheless, for clarification, Applicant has deleted the objected to terms in claim 17, and have amended the specification in paragraphs 16 and 17 to recite “first upper contact faces 33” and “second upper contact faces 31.” As claim 17 recites “second upper contact face 31” and “first upper contact face 33” the above objections are still more inapplicable and moot.

Rejection Under 35 U.S.C. § 112:

Claims 16 and 17 stand rejected under 35 USC §112, 2nd paragraph, as being indefinite. The Examiner alleged that the terms “an inboard side”, and “outboard side” and “inboard ramped surface” and “inboard contact surface” are not defined in the specification. Applicant respectfully traverses this rejection.

Applicant respectfully asserts that 35 USC §112 does not require the identical language or terms used in the specification to be also used in the claims. According to 35 USC §112, it must be considered whether the claim as a whole apprises one of ordinary skill in the art of its scope. *See MPEP §2173.02, pg 2100-218, rev. 6, Sept. 2007*. To this end, even if a claim term is not defined in the specification it is not indefinite if the meaning of the claim term is discernible. *See MPEP §2173.02, pg 2100-219, rev. 6, Sept. 2007*. The above terms would be well understood by those in the art in view of the specification and drawings. Furthermore such terms find clear support in the drawings and the specification, and with the additional aid of reference numerals, the claims easily satisfy 35 USC §112, 2nd paragraph.

Nevertheless, in an effort to advance the application, Applicant has amended claim 16 and the specification for clarification. For example, Applicant has amended claim 17 to recite “first upper contact surface 33” and “second upper contact face 31” as well as “first lower contact surface 30” and “second lower contact face 32.” Additionally, the specification in paragraphs 16 and 17 have been amended to recite “first lower contact faces 30”, “second lower contact faces 32”, “second upper contact faces 31”, and “first upper contact faces 33.”

Regarding the above mentioned amendments, no new matter has been added, and the claims find clear support in the specification and drawings. Furthermore, Applicant respectfully asserts that the terms used in amended claim 17 would be easily discernible by one of ordinary skill in the art especially in view of the specification and drawings. Accordingly, Applicant respectfully asserts that claim 17 satisfies 35 USC §112, 2nd paragraph, and request the above mentioned rejection be withdrawn.

Rejection Under 35 U.S.C. § 102(b):

Claim 16 stands rejected under 35 USC §102(b) as being anticipated by Grim, US 4,787,716 (‘Grim’). Applicant has canceled claim 16 and thus the above mentioned rejection is moot.

In view of the comments above, it is respectfully requested that the rejections be withdrawn and a Notice of Allowance issue with respect to the currently pending claims.

The undersigned representative requests any extension of time that may be deemed necessary to further the prosecution of this application.

The undersigned representative authorizes the Commissioner to charge any additional fees under 37 C.F.R. 1.16 or 1.17 that may be required, or credit any overpayment, to Deposit Account No. 14-1437, referencing Attorney Docket No.: 7298.143.PCUS00.

In order to facilitate the resolution of any issues or questions presented by this paper, the Examiner may directly contact the undersigned by phone to further the discussion.

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